

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2011A24859
	§	
vs.	§	
	§	
Marcus A. Gulley		

<b>COMPLAINT</b>
------------------

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 15764 Linwood St, Detroit, Michigan 48238-1403.

**The Debt**

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$802.38
B. Current Capitalized Interest Balance and Accrued Interest	\$64.46
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00
E. Attorneys fees	\$0.00
<b>Total Owed</b>	<b>\$866.84</b>

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 2.470% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
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U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Marcus A Gulley  
15764 Linwood St  
Detroit, MI 48238-1403  
Account No. .

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 12/08/2010.

On or about 08/30/99, the borrower executed master promissory note(s) to secure loan(s) (hereafter "loan") from the U.S. Department of Education. This loan was disbursed for \$2,625.00 on 09/28/99 - 02/10/00, at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 09/24/06. Pursuant to 34 C.F.R. § 685.202(b), a total of \$143.05 in unpaid interest was capitalized and added to the principal balance.

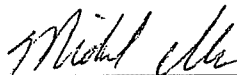
The Department has credited a total of \$2,778.24 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$802.38
Interest:	\$53.44
Total debt as of 12/08/2010:	\$855.82

Interest accrues on the principal shown here at the current rate of 2.47 percent and a daily rate of \$0.05 through June 30, 2011, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/29/10

  
\_\_\_\_\_  
Loan Analyst  
Litigation Support

**Direct  
Loans**

William D. Ford Federal Direct Loan Program

**Master Promissory Note  
William D. Ford Federal Direct Loan Program**

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

OMB No. 1840-0743  
Form Approved  
Exp. Date 09/30/1999**Federal Direct Stafford/Ford Loan  
Federal Direct Unsubsidized Stafford/Ford Loan****SECTION A: TO BE COMPLETED BY THE BORROWER**

1. Driver's License State and Number \_\_\_\_\_ 2. Social Security No. \_\_\_\_\_
3. E-mail Address \_\_\_\_\_
4. Name and Address (street, city, state, zip code)  
GULLEY, MARCUS A <- Last, First, M.I.  
15764 LINWOOD  
DETROIT, MI 48238
5. Date of Birth \_\_\_\_\_  
6. Area Code/Telephone No.  
(313) 864-7222

**7. References:** You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. <u>CASANDRA LUNCASTER</u>	2. <u>MILDRED VALENTINE</u>
Permanent Address	<u>8081 MANOR</u>	<u>14511 STOEPEL</u>
City, State, Zip Code	<u>DETROIT, MI 48228</u>	<u>DETROIT, MI 48238</u>
Area Code/Telephone Number		
Relationship to Borrower	<u>Sister</u>	<u>Mother in law</u>

8. **Requested Loan Amount:** I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of type(s) and amount(s) of loan(s) that I am eligible to receive. I may decline a loan or request a lower amount by contacting my school. Additional information about my right to cancel or reduce my loan is included in the Borrower's Rights and Responsibilities statement and Disclosure Statements that have been or will be provided to me.

**SECTION B: TO BE COMPLETED BY THE SCHOOL**

9. School Name and Address  
HENRY FORD COMMUNITY COLLEGE  
5101 EVERGREEN RD  
DEARBORN, MI 48128
10. School Code/Branch  
G02270
11. Identification No.  
S00G02270001

**Borrower Certifications and Authorizations****Read carefully before signing below.**

12. I declare under penalty of perjury that the following is true and correct:
- I certify that the information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
  - I certify that I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
  - I certify that I do not now owe a refund on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program (Direct Loans), or the Federal Family Education Loan Program (FFELP) or, I have made satisfactory repayment arrangements on the defaulted loan.
13. For all Direct Subsidized and Direct Unsubsidized Loans (as described in the additional Note provisions and the Borrower's Rights and Responsibilities statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations:
- I authorize my school to certify my eligibility for loans under this Master Promissory Note.
  - I authorize my school to credit my loan proceeds to my student account.
  - I authorize my school to pay to the U.S. Department of Education (ED) any refund that may be due up to the full amount of the loans.
  - I authorize ED to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
  - Unless I notify ED differently, I request and authorize ED to: (i) during the in-school and grace periods of any loans made under this Note, defer and align the repayment of principal on all of my Direct Loans that are in repayment status; and (ii) add interest which I must pay that accrues on all my Direct Loans to the principal balance of such loans ("capitalization") including such loans made under this Note during periods of forbearance and, for unsubsidized loans, during in-school, grace, and deferment periods, as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest cost I incur.
  - I authorize the release of information pertinent to my loans: (i) by the school and ED, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, the U.S. Department of Education, and their agents.

**RECEIVED SEP 07 1999****Promise to Pay**

14. I promise to pay to the U.S. Department of Education all sums disbursed (hereafter "loan" or "loans") under the terms of this Master Promissory Note (hereafter "Note"), plus interest and other charges and fees that may become due as provided in this Note. I understand that multiple loans may be made to me under this Note. I understand that by accepting any disbursements issued at any time under this Note, I accept the obligation to repay the loans. I understand I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. I may pay interest that accrues on my Federal Direct Unsubsidized Stafford/Ford Loans during in-school, grace, and deferment periods, or may allow it to accumulate and be added to the principal balance of such loans. If I fail to make any payment on any loan made under this Note when due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Note and the Borrower's Rights and Responsibilities statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certifications and Authorizations printed above, the Notice on the reverse side, and the accompanying Borrower's Rights and Responsibilities statement.

**I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MASTER PROMISSORY NOTE, AND THAT I MUST REPAY SUCH LOAN(S).**

15. Borrower's Signature Marcus D. Gulley 16. Today's Date (Month/Day/Year) 8/30/99

Additional Note Provisions follow.